

EXHIBIT

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ADVOTIS GENERAL TRADING L.L.C

/ ۲۰۱۹ م تم إبرام عقد

بین کل من:

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
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(الطرف الثاني)
 مترجم قانوني
 Legal Translator
 الزاوي Elzaki Elamin
 عربي - إنجليزي
 English - Arabic - English
 050 642 9323
 04 2631133
 TRANSLATION CENTER - Legal Translation

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Preamble:

All parties agreed under this MOA by their own legal capacity to establish a limited liability company in the Emirate of Dubai, Pursuant to the provisions of the federal law No.(1') of 2015 concerning the commercial companies act and under the following conditions:

ARTICLE (1): DEFINITIONS:

1. **"The Company"** shall mean the company formed pursuant to this Memorandum.

2. **"The Commercial Register"** shall mean the commercial register of the Emirate of Dubai.

3. **"The Commercial Companies Law"** shall mean Federal Law No. 2 of 2015. Concerning commercial companies and its amendments.

4. **"Director/s"** means the Director or Directors of the Company appointed pursuant to this Memorandum.

5. **"The Department of Economic Development"** shall mean the Department of Economic Development in the Emirate of Dubai.

6. **"The Ministry"** shall mean the Ministry of Economy and Commerce.

7. **"The Partner(s)"** shall mean the parties to this Memorandum and any person or legal entity becoming holder of a share in the share capital in accordance with the terms of this Memorandum.

Article No. (2): Name of the Company:

**ADVOTIS GENERAL TRADING
L.L.C
Limited Liability Company**



المادة (٢): اسم الشركة:

ADVOTIS GENERAL TRADING L.L.C

شركة (محدودة) - ADVOTIS GENERAL TRADING L.L.C

Partner	Shares	Value/ Ohs.	%
First Party	153	153,000	51%
Second Party	147	147,000	49%
Total	300	300,000	100%

B. The Partners declares that the value of the cash shares has been paid in full and has been deposited in the company's bank account.

Article No. (7): Transfer of Shares:

- Any partner may assign its share in the company or lien the same to any other partner or to a third party under official documented instrument. An assignment or lien shall only be deemed a plea towards the company or third parties from the date of registration in the commercial register. The company may not refuse to register an assignment or lien in the record unless otherwise such assignment or lien is in contradiction with the Memorandum of Association or the provisions of the Commercial Companies Law.

- If a partner intends to assign its share to a non-partner in the company, with or without consideration, he shall notify the other partners through the company's director, of the Assignee or purchaser name, and the terms of assignment or sale, and the Director shall notify the partners as soon as the notification is received by him.

- Each partner may require to redeem the share within thirty (30) days of notification by the Director for the price agreed upon, and in the case of disagreement on the value of the share, the share shall be evaluated through one or more of technical and

Partner	Shares	Value/ Ohs.	%
First Party	153	153,000	51%
Second Party	147	147,000	49%
Total	300	300,000	100%

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المادة (٧): التنازل عن الحصص:

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عليه، وفي حالة الاختلاف على القيمة تقدير
الحصة من خلال واحد أو أكثر من الخبراء ذوي



financial experts related to the issue of share to be selected by the competent authority at the request of the redemption applicant student and at his expense.

- If more than one partner used their right of redemption, the share or shares shall be divided on them on the basis of the proportion of shareholding in the share capitol), taking into account the provisions of Article (76) of the Commercial Companies Law. If at the expiry of the said period no one used the redemption right, the said partner shall be free to dispose of its share.

- In all cases, such assignment should not result in decline in the share of local partners in the capital to less than 51% of the total shareholding, or a decline in the number of partner into less than two nor an increase into more than (50) fifty partner, it shall be null and void any assignment of the ownership of any share of a partner if the same would lead to a breach of the determined proportion in accordance with Sections (1, 2) of Article (IO) of the Commercial Companies Law.

- Death or withdrawal of any partner from the Company or the issuance of a judgment of his interdiction or if declared bankrupt or insolvent, should not result in dissolution of the company, the share of each partner shall devolve to his heirs, a devisee shall be regarded as a heir.

Article No. (8): Register of Partners:

The Company shall keep a register of the Partners in its Head Office, and it shall include the following information:



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A. The Partners' names, surnames, domiciles, addresses, nationalities, professions, and number and values of shares owned by each one;

B. the details of all transactions carried out with regard to his shares along with the dates thereof.

C. The Company's Managing Director shall provide both the Ministry and Department of Economic Development in January of each year with the particulars recorded in the Register referred to above and the amendments thereto. The Managing Director shall be responsible for maintaining the Register and for the accuracy of its contents; the Partners and any interested party shall have the right to access such Register.

Article No. (9): Management of the Company:

A. The Partners agreed that

Mr. MD RAYEES KADAIKAR ABDUR RAHMAN KADAIKAR.

Nationality: India

Passport No: N2754079

Date of Birth: 07/06/1987

Mobile No. 0581128588

Address: Dubai, United Arab Emirates.

Will be the Managing Director of the company: -

"Hereinafter referred to as the "Managing Director"

B. The Managing Director shall be appointed for duration of the Company which is automatically renewable for similar period with effect from the date of registration of the Company in the Commercial Register. The Company may reappoint the Managing Director upon expiry of her appointment period as well as the Company may dismiss the Managing Director in accordance with Commercial Companies Law and its



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المادة (٩) : إدارة الشركة

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مديرا اداريا للشركة :-

ويشار إليها فيما بعد "بالمدير الإداري"

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subsequent amendments and upon a decision taken by majority of the Partners at General Assembly. The Managing Director will enjoy all the necessary executive powers of the company in all respects, including all managerial, financial, commercial matters and to conduct all the necessary acts required for objectives of the Company.

C. The Managing Director shall have the following powers

To sign and represent singly on behalf of the company on all the documents related to the Company for fulfilling objectives of the Company at all levels including but not limited to all the Government and semi-Government Departments / Ministries, all Companies, Establishments, Federal and Local Government Department, Police , Road & Transport Authority , Rent Committee, Dubai Municipality, Land Departments and Planning Departments , Courts , Arbitration , Notary Public , public prosecution , Airport Seaports , Customs , General Directorate of Civil Defense , Department of Tourism & Commerce Marketing Dubai Maritime City Authority , Smart Dubai Government , Land Department , Real Estate Regulatory Agency , Awqaf and Minors Affairs Foundation , Dubai Trade , Dubai Export Development Corporation , Dubai Airport Free Zone Authority , Dubai Statistic Center , Dubai Civil Aviation Authority , Knowledge and Human Development Authority , Municipalities , Etisalat & Du Corporations , Dubai Electricity & Water Authority , Ejari , Trakhees Departments , Dubai Industrial Park , Dubai Industrial City , Du Health Care City , Dubai



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International Financial Center , Dubai
Multi Commodities Centre , Dubai
Techno Park , Dubai Technology and
Media Free Zone , Dubai Creative
Clusters Authority , Dubai International
Arbitration Centre , Department of
Economic Development and Dubai
Chamber , Ministry of Economy, Ministry
of Finance , Central Bank of United Arab
Emirates , Ministry of Human Resources
& Emiratisation , General Directorate of
Residency & Foreigners Affairs , Post
Offices , Embassies , Consulates ,
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International Cooperation , Ministry of
Culture and Knowledge Development ,
Ministry of Health & Prevention ,
Ministry of Community Development ,
Ministry of Climate Change &
Environment , Ministry of Infrastructure
Development , All Free Zone Authorities
of the United Arab Emirates and other
official or non-official organization of the
United Arab Emirates.

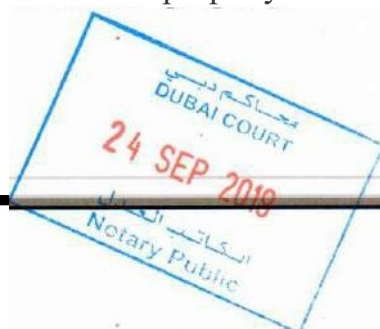
To open and close bank account or
accounts in the name of the Company
(Local / Overseas) and to operate, manage
such accounts by withdrawing and
depositing monies and to issue cheques
book, sign, endorse, accept and pay its
value, E- banking Documents in the name
of the Company and to transfer the
salaries of workers and employees to the
banks; to make all other banking
transactions.

To pledge, Charge, Assign, mortgage or
otherwise transfer, hypothecate or deliver
as security any of the Company' s
movable or immovable property.

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رهن اي من الممتلكات المنقولة أو غير المنقولة للشركة
أو أرتانها أو التنازل عنها أو نقلها أو تكبيلها بالقيود أو
تسليمها بأي صورة أخرى كضمان.



To file complaints; to follow and assign the same after receiving their values; to appoint lawyers in order to represent the Company in any case whether filed by or against the Company in litigation with any third party before courts of the UAE. The Managing Director may represent the Company before Police Stations and -Public Prosecution; to attend investigations and submit affidavits and statements; submit legal claims and follow the procedures till the final stages before all courts of different types and degrees in the UAE including Court of First Instance, Appeal Court, and Cassation Court, and to take all litigation and defense actions. The Managing Director may deliver and receive memorandums, pleadings, documents, pleas, warnings, experts' reports, declarations and summons; to attend before all investigation and execution departments in addition to the Notary Public and all official departments and national and foreign authorities in the UAE; to adduce, approve or object on the evidences submitted by other litigants, enter any lawsuit in her capacity as plaintiff or defendant or joint litigant in respect of cases concerning company rights and interests; to request for introducing third parties and file counter cases; to receive judgments in absentia and submit objections and take all necessary actions for appeal and protests regarding all judgments, decisions, and orders through appeal and cassation and to waive judgments fully or partially; and to waive any method of appeal; to sign settlement agreements as per her opinion, say and act; to approve the claimed rights, and assign the same; to pay amounts in behalf of the company; to submit real offers and accept the same; to apply for photocopies of judgments and execute the same; to apply for executive attachments; to sell confiscated items and apply for imprisonment; to submit execution grievance; to apply for provisional



فتح البلاغات ومتابعتهما والتنازل عنها بعد استيفاء



attachment and cancel the same.

التحفظي وثبتيته والغائه.

To represent the Company before all courts and quasi - Judicial Authorities in the United Arab Emirates either as a defendant or as a plaintiff with full authority to appoint any advocate or legal counsel in the United Arab Emirates for the purpose of protecting the interests of the Company and to revoke such appointment.

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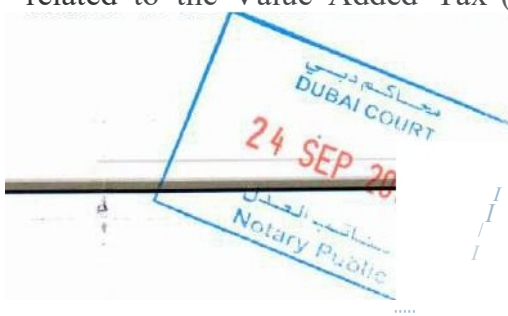
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To make, sign and file all applications, petitions, letters and/or documents that may be required to be submitted to such departments or offices for any requisite purpose including for issue and/or renewal of all or any licenses, permissions and consents required by law in connection with or for propose of carrying on business of the Company, and for purpose of obtaining, renewing, extending and / or cancelling visas, entry permits and/or work permits , Good Conduct Certificates , Police Clearance Certificates of employees or other personnel for the Company ,and to review and follow up consulates and embassies and sign on their behalf as also for issuance and renewal of tr2J1sit and visit visas for such persons as the Managers shall consider proper.

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She has the right to represent the company before Federal Tax Authority and all other Governmental and Non- governmental, quasi - Governmental and non - government departments in UAE either federal or local for the purpose of Value Added Tax (VAT) registration and operation and she is also authorized to submit all transactions to these said authorities and receive the same , to sign on company's behalf any paper or document related to the Value Added Tax (VAT)

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remuneration; to pay debts and collect rights, debts commissions and due indemnities; to register trademarks with Ministry of Economy and follow-up procedures and inquire about the same; to submit, sign and receive applications.

To buy, sell, lease, mortgage and redemption of any real properties in the name of the Company in the UAE; to agree on the suitable price and pay the same; to sign contracts in this respect and authenticate the same. To transfer the ownership of properties to the name of the Company; to receive title deeds and plans; to take all necessary actions in respect of receiving and registering of any real property in Lands Department of Dubai in the name of the Company.

To execute agreements, contracts or any document in the name and on behalf of the Company;

To sign all tenders, contracts, documents or receipts of financial or commercial nature on behalf of the company

To pay rents, fees, penalties, bills, and prices of the goods related to the Company and to receive the remaining balances.

To authorize and sanction all vouchers for books of account and payment of all expenses.

The Managing Director shall draw up regulations relating to the administrative and financial matters well as employee affairs

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allocate any other statutory reserves.

B. The net profits shall be distributed among the partners as follows:

Name of Partner	Percentage %
First Party	20%
Sec&od Party	80%
Total	100%

C. A partners shall be responsible only within as per his share percentage in the share capital.

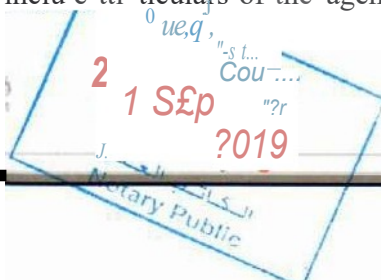
Article No. (13): The Auditor:

The limited liability company shall have one or more auditors appointed by the General Assembly every year, except for the provisions of Article No. 244 of this law. Auditors of LLC companies shall be subject to the same conditions governing the auditors of Public Joint Stock Companies. "the competent authority" shall replace "the body" wherever mentioned.

Article No. (14): The General Meeting:

A. The Company shall have a General Assembly composed of all of the Partners. The General Assembly shall be convened in the Emirate of Dubai upon the invitation of the General Manager at least once a year during the four months following the end of financial year. The Managing Director must call the General Assembly to hold its meeting if so required by a number of Partners holding at least 25% of the share capital.

B. Invitations to attend the General Assembly shall be served by registered letters or any other means of communication referred to in the MOA, at least fifteen days prior to the date of meeting or within a shorter period to be agreed upon by the partners. The invitations must include the particulars of the agenda and



the place, date and time of the meeting.

C. Partners shall have the right to attend the General Assembly irrespective of the number of their shares. Each Partner shall have a number of votes equal to the number of shares he owns or represents.

D. The General Assembly of the LLC company, in its annual meeting, shall review and make decisions in the following matters:

- 1- The Directors' report about the Company's activities and its financial position during the lap sed fiscal year, the auditor's report and the Board of SIJpe rvision's report.
- 2- The balance sheet and the account of profit and loss and attesting the same.
- 3- The profit to be .distributed among the Partners.
- 4- Appointing the Manager(s) and determine his/her/their remunerations.
- 5- Appointing members of the Board of Directors, if any.
- 6- Appointing members of the Board of Supervision, if any.
- 7- Appointing members of the Internal Sharia Audit Committee and the Sharia Auditor, in case the Company was exercising its activities according to Islamic Sharia provisions.
- 8- Appointing one or more account auditor and determining their remunerations.
- 9- Any other matter within its competence a&ording to the provisions of this act or MOA.

E) A general assembly shall only be valid in the presence of one or more partners holding at least 75% of the shares in the capital of the company. If this quorum is not available, the partners should be called for a second meeting to be held within the next (14) days after the first meeting, providing that attendance ratio be not less than (50%)

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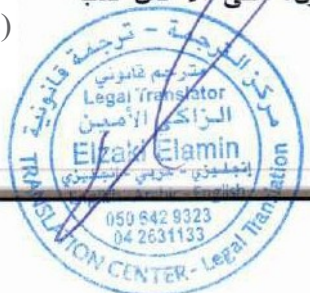
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unless otherwise mutually agreed between the partner. Also it shall not permissible to increase the obligation of the Partners save by their unanimous consent.

Article No. (16): Disputes:

Should any dispute arise between the partners in relation to Company's liquidation or to any article of this Contract shall be settled amicably. In case of disagreement, the dispute shall be referred to Dubai Courts for settlement.

Article No. (17): Dissolution of Company:

The Company shall be dissolved for any of the following reasons:

- The expiry of the period specified in this Memorandum, unless the Partners agree to renew it;
- Fulfillment of the objects for which the Company was established;
- Amalgamation of the Company with another company;
- The Partners holding 75% of the capital of the Company deciding to terminate duration of the Company;
- The depletion of all or most of the assets of the Company making beneficial investment of the remainder of the assets, if any, impracticable;
- If the losses of the Company exceed 50% of the capital unless otherwise agreed between the parties re-survival of the company despite of such loss;
- Upon the rendering of a decision from the court to dissolve the Company.

Article No. (18): Liquidation of the Company:

One or more liquidators shall be appointed by the General Assembly and in accordance with the Provisions of the Commercial Law, unless the Partners agree otherwise upon the dissolution of the Company. If the liquidation is by decision of the Court, the Court shall

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